

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS

In the Matter of the Marriage of:

BRITTANY KATHLEEN STEWART,

Petitioner,

and

MATTHEW CLARENCE STEWART,

Respondent.

**CASE NUMBER: 18DR12406**

**GENERAL JUDGMENT**

**(DISSOLUTION OF MARRIAGE)**

**(Money Judgment)**

**(Stipulated)**

This matter came before the court by way of a settlement between the parties as evidenced by their signatures on this General Judgment (Dissolution of Marriage) (Stipulated). The parties reached a full settlement of all issues pursuant to the attached Settlement Negotiations Pursuant to ORS 408 / ORS 40.190 and knowingly and voluntarily placed their signatures on this document. The parties present to the court this general judgment dissolving their marriage memorializing the mutually agreed upon settlement. Petitioner is represented by Shelly K. Perkins of Perkins Law, LLC. Respondent is represented by Bradford M. Gerke of Goldberg Jones. The court having been presented with this form of stipulated General Judgment (Dissolution of Marriage) (Stipulated), having reviewed the records and documents on file herein, and being fully advised in the premises, **makes the following findings:**

1. Petitioner shall hereinafter be referred to as Mother. Respondent shall hereinafter be referred to as Father.

///

**1**

**GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**

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1           2.     Father and Mother have irreconcilable differences which have caused the  
2     irremediable breakdown of their marriage.

3           3.     The court has jurisdiction over Mother and Father.

4           4.     Mother and Father were married on November 5, 2008, in Maui, Hawaii.

5           5.     Mother is not now pregnant.

6           6.     There are two minor children of this marriage, namely Makayla Stewart,  
7     born in 2009, and Preston Stewart, born in 2011. The minor children have lived in the  
8     state of Oregon with a parent for at least six months before the filing of this dissolution of  
9     marriage proceeding. The above-entitled court has exclusive jurisdiction to make child  
10    custody determinations pursuant to the Uniform Child Custody Jurisdiction and  
11    Enforcement Act, ORS 109.700 et seq.

12          7.     The following factors have been taken into account in setting child  
13    support, which shall commence on February 1, 2019:

14               7.1    Father's gross monthly income is stipulated to be \$10,000 per  
15    month.

16               7.2    Mother's gross monthly income is stipulated to be \$1,733.33 per  
17    month.

18               7.3    Father's monthly payment of spousal support to Mother is \$3,000  
19    a month for 5 years.

20               7.4    There are no day care costs for the children.

21               7.5    Father currently insures the children at a cost of \$429 for himself  
22    and \$536 for the children per month.  
23

24  
25    **2     GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**  
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1           7.6     Mother currently insures herself at a cost of \$400 per month.

2           7.7     Father has 160 overnights and Mother has 205 overnights with  
3     the children.

4           7.8     Father shall pay Mother \$348.00 monthly child support beginning  
5     on February 1, 2019. The child support calculation worksheets are attached to  
6     this judgment as required by UTCR 8.060. Child support is modifiable in the  
7     future based on a party's changes in circumstance pursuant to Oregon Law.

8           8.     An award of spousal support is appropriate based on the following  
9     factors at the time of the Petition:

10          8.1     Father's gross monthly income is stipulated to be \$10,000 per  
11     month.

12          8.2     Mother's gross income, without including any amount for spousal  
13     support, is stipulated to be \$1,733.33 per month.

14          8.3     The parties have been married for over 10 years.

15          8.4     The standard of living attained during the marriage.

16           9.     The parties have reached an agreement that spousal support is non-  
17     modifiable. The parties struck a bargain that this award of spousal support shall not  
18     be modifiable, no matter what future circumstances hold for either party based on the  
19     following:

20          9.1     The parties anticipate that their financial conditions may  
21     substantially increase or decrease.

22  
23     ///

24  
25     **3**

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1           9.2    The parties anticipate that their needs may substantially increase  
2           or decrease.

3           9.3    The parties anticipate that either party's health may substantially  
4           worsen or improve.

5           9.4    No matter whether either party's financial condition improves or  
6           worsens in the future, the parties intend this contract and bargain to be  
7           permanent and binding.

8           9.5    No matter whether a party's needs substantially change in the  
9           future, the parties intend this contract and bargain to be permanent and  
10          binding.

11          9.6    No matter the substantial worsening or improving of a party's  
12          health or disability in the future, the parties intend for this contract and  
13          bargain to be permanent and binding.

14          9.7    The parties contract and agree that they are both waiving the right  
15          to motion the court under ORS 107.135 to modify their agreed upon and  
16          contracted spousal support award and terminated spousal support contained  
17          herein.

18          9.8    The parties have made this bargain and contract for terminated  
19          non-modifiable spousal support for consideration.

20          10.    The parenting plan ordered herein is in the best interest of the children.

21          11.    Father's residence or legal address is 19260 S. Sylvan Ave, Estacada,  
22          Oregon 97023, his age is 43 years; he has been previously married once; his date of  
23

24  
25          4    **GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**  
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1 birth and social security number are confidential and such information is contained in  
2 the UTCR 2.130 Confidential Information Form.

3 12. Mother's residence or legal address is 14788 Tannery St., Oregon City,  
4 Oregon 97045; her age is 34 years; she has not previously been married; her date of  
5 birth and social security number are confidential and such information is contained in  
6 the UTCR 2.130 Confidential Information Form.

7 13. For a period of six (6) months immediately prior to the filing of Mother's  
8 petition for dissolution, each party and the children have continuously been, and now  
9 are, residents and inhabitants of the state of Oregon.

10 14. No domestic relations suits or petitions for support pursuant to ORS  
11 108.110 involving dependents of this marriage of Father and Mother are pending in  
12 any other court in the state of Oregon or any other state.

13 15. Mother and Father acknowledge that the disposition of property herein,  
14 whether or not equal, is just and proper in all the circumstances. The parties each  
15 warrant to the other and to this court that each has signed this judgment on their own  
16 volition and that there has been an accurate, complete and current disclosure of all  
17 their income, assets, debts and liabilities. There are no debts which the parties owe  
18 jointly other than debts which are described in this judgment. The terms of this  
19 judgment represent a compromise of disputed issues in some instances. In addition,  
20 each party acknowledges that there have been no representations or promises of any  
21 kind which have been made to him or her as an inducement to enter into the  
22 agreement represented by this judgment other than those expressly set forth herein.  
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1           16. The parties shall be bound by the provision of ORS 107.452 which  
2 permits the court to reopen the case upon the motion of either party if the moving  
3 party alleges that significant assets existed at the time of the entry of the judgment  
4 and were not discovered until after the entry of the judgment.

5           17. The parties warrant to the court, and the court accepts the representation  
6 made by both Mother and Father, that:

7               17.1 Each has disclosed to the other all assets and obligations of the  
8 parties or of either of them within the party's knowledge.

9               17.2 Neither party has interest in any property or asset of any kind  
10 other than the assets listed in this judgment.

11              17.3 Neither party has unreasonably overstated or understated the  
12 value of any asset or the amount of any obligation.

13              17.4 Neither party has transferred or placed in the hands of another  
14 person any asset without full disclosure to the other party.

15           18. Both parties acknowledge that they understand the terms, provisions,  
16 and legal effect of this judgment, including the rights and privileges waived hereunder,  
17 the rights and privileges granted hereunder, and the binding effect it has both  
18 presently and in the future. Both parties acknowledge they had adequate independent  
19 legal counsel to explain the force and effect of this judgment on them.

20           19. The parties intend this stipulated general judgment to settle all claims  
21 each may have had against the other. Each party releases, waives, and relinquishes  
22 all claims and rights he or she has, may now have, or may hereafter have against the  
23

24  
25 **6**

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other or his or her estate as a result of the marriage of the parties, except for claims for enforcement of this judgment or claims made pursuant to ORS 107.452, or those made pursuant to ORCP 71 or any successor statute related to those mentioned herein.

20. The court ratifies and approves the parties' releases.

21. The parties have each completed the mandatory parenting class, Mother on April 17, 2019 and Father on May 1, 2019, as noted in the Court records.

22. Mother's and Father's signatures on this stipulated judgment evidence their intent that the agreement embodied in this stipulated judgment shall be enforceable in the manner described in ORS 107.104.

23. This marriage should be dissolved, and Father and Mother should be granted the relief hereinafter set forth.

**IT IS HEREBY ORDERED:**

1. **Termination of Marriage.** The marriage of the parties is hereby terminated. The provisions of this judgment are effective the date this judgment is signed by the Court.

1.1 **Will Revocation.** Any provision in a party's will that is now in force and effect that benefits the now former spouse shall be deemed revoked in accordance with the provisions of ORS 112.315. This revocation shall cause the will to be interpreted as if the former spouse did not survive the testator.

1.2 **Trust Revocation.** Any provision in any trust created by or for the benefit of a party that is now in force and effect that benefits the now former

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1 spouse shall be deemed revoked, and the trust shall be interpreted as if the  
 2 former spouse did not survive the decedent. The intent of this provision is to  
 3 prevent the former spouse from having any involvement in the trust in any  
 4 capacity, including as a trustee or a beneficiary of the trust.

5 **1.3 Beneficiary Revocation.** Except as otherwise provided herein,  
 6 any designation of the now former spouse as a beneficiary of any benefit,  
 7 including but not limited to, retirement benefits, IRA accounts, life insurance  
 8 policies, annuities, or other assets where a party is able to designate a  
 9 beneficiary to receive the proceeds of that asset upon the death of that party,  
 10 that was in place on or before the date of this judgment, shall be deemed to  
 11 have been revoked. The benefit shall be paid to the secondary or contingent  
 12 beneficiary or, if no beneficiary is named, then to the decedent's estate. The  
 13 surviving former spouse shall cooperate with the decedent's estate in assuring  
 14 this directive is completed, specifically including the affirmative responsibility to  
 15 disclaim, in writing, and within nine months of the date of death to assure that  
 16 the surviving former spouse does not receive any benefit as a result of the  
 17 decedent's failure to modify the beneficiary designation of the above-described  
 18 assets.

19 **2. Custody of Children.** Mother and Father are awarded joint legal custody  
 20 of the children. The children will attend school in Mother's school district.  
 21

22 **2.1 Parenting Time.** Beginning February 1, 2019, Mother shall have  
 23 8 overnights with the children out of a two-week period (14 overnights) and  
 24



Father shall have 6 overnights with the children out of a two-week period (14 overnights). Both parties shall be entitled to frequent and unhampered continuing contact with the children at such times as the parties may mutually agree. The parties shall work together to facilitate a positive relationship for the children.

**2.1.1 The general parenting schedule shall be as follows:**

**Week 1**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mother	Mother	Mother	Father	Father	Father	Father

**Week 2**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Father	Father	Mother	Mother	Mother	Mother	Mother

**2.1.2** Pick up and drop off shall coincide with the children's school hours when possible. If the exchange is to occur during non-school hours, pick up and drop off shall occur curbside at the residence where the children were staying. If an exchange must occur outside of school hours, the general exchange times shall be 9:00 a.m. and 4:00 p.m.

**2.2 Move to 50/50 Schedule.** The parties shall begin a 50/50 parenting plan when Preston Stewart begins 4<sup>th</sup> grade with a week on / week off

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1 schedule, with exchanges on Sundays at 5:00 p.m. Father cannot base the  
 2 "substantial change of circumstances" for a modification upon this change in  
 3 parenting time.

4 **2.3 Holidays.** The parties shall follow a holiday parenting plan that  
 5 supersedes their regular parenting plan as follows:

6 **2.3.1 Easter.** Easter shall be with Mother during odd numbered  
 7 years and Father during even numbers years. Easter parenting time  
 8 shall commence at 8:30 a.m. and end at 9:00 p.m. that same day.

9 **2.3.2 Mother's Day.** Mother's Day shall always be with Mother  
 10 and shall commence at 9:00 a.m. on Mother's Day and end at 5:00 p.m.  
 11 that same day.

12 **2.3.3 Father's Day.** Father's Day shall always be with Father  
 13 and shall commence at 9:00 a.m. on Father's Day and end at 5:00 p.m.  
 14 that same day.

15 **2.3.4 Fourth of July.** Fourth of July shall be with Father during  
 16 odd numbered years and Mother during even numbered years. Fourth of  
 17 July parenting time shall commence at noon on July 4 and end at noon  
 18 on July 5.

19 **2.3.5 Summer.** Mother and Father shall work together to plan a  
 20 summer schedule that allows each parent an extended vacation of up to  
 21 14 days with children such that neither parent suffers an overall loss of  
 22 parenting time.  
 23

1                   **2.3.6 Halloween.** Halloween shall be with Father during odd  
 2                   numbered years and Mother during even numbered years. Halloween  
 3                   parenting time shall commence at noon on October 31, or after school on  
 4                   October 31 if school is held on that date, and end at noon on November  
 5                   1, or the start of school if school is held on that date.

6                   **2.3.7 Thanksgiving.** Thanksgiving shall be with Mother during  
 7                   odd numbered years and Father during even numbered years.  
 8                   Thanksgiving parenting time shall commence at 8:30 a.m. and end at  
 9                   9:00 p.m.

10                  **2.3.8 Christmas Eve.** Christmas Eve shall be with Mother  
 11                  during odd numbered years and Father during even numbered years.  
 12                  Christmas Eve shall commence on December 23 at 5:00 p.m. and end on  
 13                  December 24 at 9:00 p.m.

14                  **2.3.9 Christmas Day.** Christmas Day shall be with Father  
 15                  during odd numbered years and Mother during even numbered years.  
 16                  Christmas shall commence on December 24 at 9:00 p.m. and end on  
 17                  December 26 at 9:00 p.m.

18                  **2.4 Changes to Plan.** The parties may make changes to the parenting  
 19                  plan, including adding holidays, by mutual written agreement.

20                  **2.5 Parental Rights.** Each parent shall have the following authority,  
 21                  to the same extent as the other parent has:  
 22

23                  ///

24  
 25                  **11**

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1                   2.5.1 To inspect and receive school records, and to consult with  
2 school staff concerning the children's welfare and education.

3                   2.5.2 To inspect and receive governmental agency and law  
4 enforcement records concerning the children.

5                   2.5.3 To consult with any person who may provide care or  
6 treatment for the children and to inspect and receive the children's  
7 medical, dental and psychological records.

8                   2.5.4 To authorize emergency medical, dental, psychological,  
9 psychiatric or other health care for the child if the custodial parent is, for  
10 practical purposes, unavailable.

11                   2.5.5 To apply to be the children's guardian ad litem,  
12 conservator, or both.

13                   2.6    **Notice Requirements.** Each parent shall have a continuing  
14 responsibility to:

15                   2.6.1 Provide their home (not just mailing) address; home, work  
16 and cellular telephone numbers; and e-mail address to the other parent.

17                   2.6.2 Notify the other parent of any emergency circumstances or  
18 substantial changes in the children's health.

19                   2.7    **Statutory Notice.** Neither parent shall move to a residence that is  
20 more than 60 miles further distant from the other parent without giving the  
21 other parent reasonable notice of the change of residence and providing a copy  
22 of such notice to the court. ORS 107.159.  
23

1           **2.8 Parent's Conduct.** Father and Mother are restrained and enjoined  
 2 from making any derogatory comments about each other to, or in the presence  
 3 of, the child, or in any way diminishing the love, respect, and affection that they  
 4 have for either parent. In this same regard, the parents shall inform and  
 5 monitor discussions by any adult with whom their children interact.

6           **2.9 Name Identifiers.** Neither parent shall at any time for any reason  
 7 cause the child to be known or identified or designated by any surname other  
 8 than Stewart. Neither parent shall initiate or cause the designation of "father"  
 9 or "mother" or their equivalents to be used by the child with reference to any  
 10 person other than their natural mother and father.

11           **2.10 Children's Activities.** The children shall be allowed to each  
 12 participate in at least one sport or activity per sport season or school term.  
 13 Though there will be times when participation is not possible, both parents  
 14 should make his/her best effort to ensure the children's regular attendance at  
 15 such activities, including practices, meetings, and games.

16           **3. Child Support.**

17           **3.1 Manner of Payment.** Payments shall begin February 1, 2019,  
 18 and continue monthly thereafter until the children each cease to qualify as a  
 19 "child attending school" as defined in ORS 107.108 or attain the age of eighteen  
 20 (18) years, whichever should last occur.

21                   **3.1.1** Payments shall be paid in accordance with a wage  
 22 withholding order entered as required by ORS Chapter 25. All support  
 23

1 should be paid through the Department of Justice, P.O. Box 14506,  
 2 Salem, Oregon, 97309. The Department of Justice should provide  
 3 collection, accounting, distribution, and enforcement services in  
 4 accordance with the provisions of ORS 25.320. Father shall pay Mother  
 5 support directly until the Department of Justice begins collection  
 6 services.

7 3.1.2 Payments shall be paid directly to Mother on behalf of the  
 8 children.

9 3.1.3 Payments shall be paid directly to any child who  
 10 subsequently attains 18 years of age rather than to Mother and should  
 11 continue on the first day of each month thereafter provided a child  
 12 qualifies as a "child attending school" as defined in ORS 107.108.

13 3.1.4 The amount paid directly to a child who qualifies to receive  
 14 support under this section shall be a pro-rated share of the total support  
 15 award based on the number of children for whom support is ordered.

16 3.1.5 Payments shall continue to be paid through a normal break  
 17 (such as summer vacation) for a child who attended school during the  
 18 prior academic term and who intends to return to school after the break.

19 3.2 **Statutory Notice.** Each party shall notify the Department of  
 20 Justice, Division of Child Support, P.O. Box 14506, Salem, Oregon, 97309 of  
 21 any change in that party's home or business address set forth below within ten  
 22 (10) days after such change pursuant to ORS 25.020.  
 23

1                   **3.3 Health Insurance.** Father currently insures and shall continue to  
 2 maintain medical and dental insurance for the children so long as said  
 3 insurance is available through his employment, union, or other group plan at a  
 4 reasonable cost. If no private insurance is available, the child should be on the  
 5 Oregon Health Plan.

6                   **3.4 Uninsured Health Care Costs.** The parties shall split all of the  
 7 children's uninsured health care expenses including, but not limited to,  
 8 medical, dental, vision, orthodontic, and counseling costs such that Father  
 9 shall pay 60% of those expenses and Mother shall pay 40% of those expenses.  
 10 The parties shall reimburse the other party with 30 days of when the expenses  
 11 were paid and disclosed to the non-paying party. The parties shall pay  
 12 providers his or her share directly whenever possible.

13                   **3.5 Activity Expenses.** The parties shall split the activity expenses of  
 14 the children concerning activities the parties have mutually agreed upon such  
 15 that Father shall pay 60% of those expenses and Mother shall pay 40% of those  
 16 expenses. This includes registration fees, specialized equipment, special  
 17 photographs, and similar expenses. The parties mutually agree that each child  
 18 shall participate in at least one activity or sport per season and that neither  
 19 Mother nor Father will withhold agreement to a child's participation in any  
 20 reasonable activity or sport. Parties shall pay their portion of activity expense  
 21 directly to the provider whenever possible. Should Mother or Father pay the  
 22 entire cost of a reasonable activity, or more than their share, the paying party  
 23

1 shall be reimbursed by the other party for their share of that expense within 30  
2 days of when that expense was paid and the non-paying party was notified of  
3 the expense.

4 **3.6 School Expenses.** The parties shall split customary public and  
5 charter school fees and expenses such that Father shall pay 60% of those fees  
6 and expenses and Mother shall pay 40% of those fees and expenses. Parties  
7 shall pay their portion of school expenses directly to the provider when possible.  
8 Should Mother or Father pay the entire cost of a school expense, or more than  
9 that parent's share, the paying party shall be reimbursed by the other party for  
10 their share of that expense within 30 days of when that expense was paid and  
11 the non-paying party was informed.

12 **3.7 Life Insurance for Child Support.** Father maintain a life  
13 insurance policy in an amount equal to \$250,000 naming Mother as trustee  
14 with the children as beneficiaries, to be maintained so long as Father has a  
15 child support obligation including arrearage.

16 **4. Spousal Support.** Father shall pay Mother monthly spousal support of  
17 \$5,000 for 102 months beginning February 1, 2019, through July 1, 2027. This  
18 support award is made in part in lieu of an equalizing judgment. This spousal  
19 support award represents Father combining what would be the appropriate amount of  
20 spousal support and an appropriate equalizing award into a single monthly payment.  
21

22 **4.1 Life Insurance for Spousal Support.** Father shall maintain his  
23 life insurance policy in an amount equal to the amount of spousal support  
24



1 remaining owed to Mother including arrearage, approximately \$500,000 at the  
 2 time of this general judgment, naming Mother as primary beneficiary so long as  
 3 Father owes spousal support or has any spousal support arrearage. The  
 4 amount of the required insurance policy shall be recalculated each year.

5 **4.2 Non-Modifiable.** It is the contract, intent and agreement of the  
 6 parties that the awarded spousal support shall not, at any time, be subject to  
 7 modification by either party, in either amount or duration. The parties further  
 8 agree that Wife shall not be entitled to reinstate any support amounts, once  
 9 terminated, under ORS 107.136, or any successor statute. In so agreeing, the  
 10 parties expressly intend that all future changes in the parties' economic and  
 11 health-related conditions shall be deemed "foreseeable" for purposes of support  
 12 modification. These foreseeable circumstances include, but are not limited to:

13 **4.2.1** An increase or decrease in either party's income, assets,  
 14 and/or liabilities, substantial or otherwise, is foreseeable and will not be  
 15 a ground for modification.

16 **4.2.2** A change in either party's needs, substantial or otherwise,  
 17 is foreseeable and will not be a ground for modification.

18 **4.2.3** A change in either party's health, substantial or otherwise,  
 19 is foreseeable and will not be a ground for modification.

20 **4.2.4** The subsequent remarriage or cohabitation of either party  
 21 with another is foreseeable and will not be a ground for modification.  
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1                   4.2.5 A change in occupation or employment by either party is  
2                   foreseeable, even if such change results in a reduction or increase in  
3                   income, and such change will not be a ground for modification.

4           **5. Life Insurance.** All life insurance policies awarded herein shall be  
5           subject to following conditions:

6                   5.1 Each party shall provide the company name and policy number to  
7                   the other as soon as it is available, but not later than 60 days from the date this  
8                   judgment is signed by the court.

9                   5.2 The obligation to maintain this insurance shall continue for so  
10                  long as each party is required to pay support as decreed by the court or an  
11                  arrearage exists for accrued but unpaid support.

12                  5.3 The following provisions relate to procedural aspects of the  
13                  requirement to maintain insurance:

14                   5.3.1 Pursuant to ORS 107.820(6), each party shall promptly  
15                   provide the other with a true copy of any and all insurance policies  
16                   described above, sign a form of release prepared by the other party that  
17                   authorizes the insurance company to provide any information that the  
18                   other party requests directly to the other party and shall immediately  
19                   provide written notice of any action that will reduce the death benefit or  
20                   change the designation of the beneficiaries under the policy. In addition,  
21                   each party's signature on this general judgment constitutes their written  
22                   authorization to the insurance company giving it permission to release to  
23

1 the other party any information that they request regarding the policy.  
2 The insured party shall thereafter, during the term of the obligation to  
3 maintain insurance, furnish to the other party, upon request, a copy of  
4 the policy or evidence the proper life insurance is in force with the  
5 appropriate beneficiary designation in effect.

6 5.3.2 A constructive trust shall be imposed over the proceeds of  
7 any insurance owned by the insured party at the time of the insured  
8 party's death if the insured party fails to maintain insurance in said  
9 amount, or if said insurance is in force but another beneficiary is  
10 designated to receive said funds.

11 5.3.3 The insured party is prohibited from borrowing monies from  
12 or against the benefits of the policy if doing so would reduce the benefit  
13 below the level required by this judgment.

14 5.3.4 The other party shall cause a certified copy of the judgment  
15 dissolving the parties' marriage to be delivered to the applicable life  
16 insurance company or companies in accordance with the provisions of  
17 ORS 107.820(6). The other party is authorized by Oregon law and the  
18 terms of this judgment to request that the insurance company notify  
19 them if the insured party fails to make a premium payment or if the  
20 insured party attempts to change the beneficiary or reduce the death  
21 benefit payable under the policy. The insurance company has an  
22 affirmative duty to notify the other party whenever a premium payment  
23

has not been made or the insured takes any action that will change the beneficiary or reduce the benefits of the policy.

5.3.5 The insured party shall have the right to replace this policy with a policy of equal or greater value provided they advise the other party at least 60 days in advance of any change in policy and the insured party pays the cost of having a supplemental judgment prepared and entered by the court that references this obligation to maintain insurance, identifying the new insurance company so that a supplemental judgment can be sent to the insurance company as authorized by ORS 107.820.

6. **Dependency Exemption.** The parties shall each claim one child beginning in tax year 2019 as a dependent or equivalent tax credit for income tax purposes. Once there is only one child that qualifies as a dependent, the parties shall alternate claiming the child as a dependent or equivalent tax credit for income tax purposes, beginning with Mother in the first such year and then Father the following year.

7. **Division of Assets.** The property of the parties shall be divided as follows:

7.1 **Mother's Property.** Mother is hereby awarded and shall receive free from any claim of Father the following property subject to any and all dues and encumbrances which she shall pay, indemnify, and hold harmless Father therefrom:

1                   7.1.1 All personal property in her possession or control.

2                   7.1.2 Half of the proceeds, after Mother is reimbursed for  
3 reasonable costs of sale, of the personal property sold, specified below in  
4 paragraph 7.3.

5                   7.1.3 All bank accounts in her name alone.

6                   7.1.4 The trust proceeds in both of Mother's attorney trust  
7 accounts. These trust accounts include the proceeds from the sale of the  
8 parties' real property located at Lake Billy Chinook.

9                   7.1.5 Toyota 4 Runner, VIN JTEBU5JR7G5300683. Mother shall  
10 refinance the Toyota Forerunner or pay off any debts on the Forerunner  
11 within 60 days of the entry of this judgment. Mother shall be responsible  
12 for making any required payments on the Forerunner beginning  
13 February 1, 2019.

14               7.2   **Father's Property.** Father is hereby awarded and shall receive  
15 free from any claim of Mother the following property subject to any and all dues  
16 and encumbrances which he shall pay, indemnify, and hold harmless Mother  
17 therefrom:

18                   7.2.1 Not including the personal property listed below in  
19 paragraph 7.3, Father is awarded the remaining personal property  
20 located at 19260 S. Sylvan Ave, Estacada, OR, 97023.  
21

22 ///

23 ///

24  
25       21

**GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**  
Attorney for Petitioner  
Shelly K. Perkins, OSB#971687  
Perkins Law, LLC  
10121 SE Sunnyside Road, Suite 160  
Clackamas, OR 97015  
Phone: (503) 683-2256 Fax: (503) 850-4014  
shelly@perklegal.com

1                   7.2.2 Half of the proceeds, after Mother is reimbursed for  
2 reasonable costs of sale, of the personal property sold, specified below in  
3 paragraph 7.3.

4                   7.2.3 All bank accounts in his name alone.

5                   7.2.4 The KeyBank joint bank account x1604 shall be transferred  
6 to Father. Mother shall remove her name from this account.

7                   7.2.5 The Principal IRA, account No. x3858.

8                   7.2.6 Dodge Truck, VIN 1B7HG38NX2S531214.

9                   7.2.7 The K&M Auto Service business, including business value,  
10 accounts receivable, accounts payable, associated bank accounts,  
11 business credit card debts, Costs of Goods Sold, tax liability and tax  
12 deductions associated with the business, and any other associated debts.  
13 Father shall hold Mother harmless for any debts associated with the  
14 business and shall hold Mother harmless for any tax liability associated  
15 with any prior joint tax return.

16                   7.3    **Personal Property to be Sold at 19260 S. Sylvan Ave.** The  
17 following personal property located at 19260 S. Sylvan Ave, Estacada, OR,  
18 97023 is to be sold and the proceeds split equally between the parties. The  
19 parties shall mutually agree to any transaction selling that property prior to any  
20 corresponding sale and cooperate with one another to facilitate that sale. The  
21 following property shall be sold by Mother to unknown third parties in arm's  
22 length transactions, or to other buyers mutually agreed upon by Mother and  
23

Father; any reasonable costs incurred in the sale of these items shall be  
recouped prior to distribution:

7.3.1.1 Boat: 19' Reinell, ID ID No. RNA90302I304

7.3.1.2 Excavator: 2004 John Deere D35, No.

FF035DX234497

7.3.1.3 Horse Trailer: 2003 Kiefer LT, VIN

VEH14213K044239

7.3.1.4 Dirt Bike: 2014 Honda MC CRF, VIN

MLHMD3817E5105842

7.3.1.5 Dump Trailer: 2017 BIGT HT, VIN

16VDX1427J4089711

7.3.1.6 Tractor: 2013 John Deere with 60" mower and  
associated attachments, 1LV1025RPFH319956

7.3.1.7 Riding Lawnmower: John Deere Model: 2425 48C

VIN 1M0Z425BEBM100513

7.3.1.8 RZR: 2014 Polaris VT 4XA6T1EA9EB207787

7.3.1.9 Quad: 2007 Honda VT JH2TE32767K004568

**7.4 Vehicles.** The following applies to the parties' vehicles which they  
are awarded free and clear of any interest to the other party:

7.4.1 A party in possession of keys to a vehicle awarded to the  
other party shall immediately make delivery of those keys to the party  
awarded the vehicle. No copies of the keys shall be kept.

1                   7.4.2 Each party shall sign any bill of sale, title, or other  
 2 conveyance document necessary to release that party's interest in a  
 3 vehicle not awarded to the party within 15 days of being presented with  
 4 that document. If requested to do so, the Director of the Oregon  
 5 Department of Motor Vehicles shall reissue title to a vehicle in the name  
 6 of the party awarded that vehicle under the terms of this judgment  
 7 without any requirement that the other party sign off the title as an  
 8 owner.

9                   7.4.3 Each party shall be solely and separately responsible for  
 10 insuring vehicles awarded to that party pursuant to the terms of this  
 11 judgment, effective the day this judgment is signed by the Court. Any  
 12 insurance premium that has been prepaid for a specific vehicle is  
 13 awarded to and shall be the property of the party awarded that vehicle.

14               **7.5 Real Property: 19260 S. Sylvan Ave.** The parties own certain  
 15 real property, located at 19260 S. Sylvan Ave, Estacada, OR, 97023 (legal  
 16 description: 00910125 614 Cedarhurst #2, Pt Lt 25 & PT Sec, TL 1801, TL2113,  
 17 TL2183, TL2501), and have agreed to the following with regard this property:

18                   7.5.1 **Listing.** The house will be immediately listed for sale and  
 19 sold. The home shall be listed for sale within 30 days of the entry of this  
 20 judgment. The realtor shall be selected by the mutual written agreement  
 21 of the parties. If the parties cannot agree as to a realtor, the parties shall  
 22 each select an agent who will have the sole responsibility of conferring  
 23



1 with the other party's selected agent towards electing a realtor by mutual  
2 agreement.

3 7.5.2 The parties will try to maximize the sale price but  
4 list the home at a price recommended by the agent to induce the rapid  
5 sale of the property.

6 7.5.3 **Bills before Sale.** Father shall pay all bills associated with  
7 the house until the house is sold.

8 7.5.4 **Deductions before Sale.** Father shall claim 100% of the  
9 interest deductions associated with the home until the home is sold.

10 7.5.5 **Repairs.** Repairs may be necessary for the sale of the  
11 home. The parties shall equally share the cost of any repairs suggested  
12 by the selected realtor costing a total of \$1,000 or less. Any repairs  
13 requiring a cost greater than a total of \$1,000 shall be mutually agreed  
14 to in writing by the parties. If one party pays more than the other for  
15 repairs of this property, that party shall be reimbursed for that amount  
16 from the property's sale proceeds.

17 7.5.6 **Proceeds.** The house proceeds shall be paid as follows:

18 7.5.6.1 The mortgage, taxes, fees, costs and  
19 reimbursements shall be paid.

20 7.5.6.2 Mother shall receive \$350,000 of the sale proceeds  
21 after mortgage, taxes, fees, costs and reimbursements are paid.  
22

23 ///

1                   7.5.6.3 Mother shall receive all additional amounts above  
2                   said \$350,000; however, Father shall receive a credit toward the  
3                   final payments of Mother's spousal support award, lowering the  
4                   number of payments, equivalent to 50% of all amounts above said  
5                   \$350,000.

6                   7.5.6.4 A party shall pay the other party from his or her  
7                   share of the house proceeds for his or her share of any  
8                   unreimbursed repairs paid by the other party.

9                   7.6     **Real Property: 2820 SE 50<sup>th</sup> Avenue.** The parties own certain  
10                  real property located at 2820 SE 50<sup>th</sup> Avenue, Portland, OR 97206 (legal  
11                  description: The North 35 feet of Lot 17 and all of Lots 18, 19, 20, 21 and 22,  
12                  Block 2, LELAND PARK, City of Portland, Multnomah County, Oregon). This  
13                  real property shall be awarded to Father subject to a trust deed, to be executed  
14                  with this judgment, securing Mother's spousal support award. If Father falls  
15                  four months behind in making spousal support payments to Mother, this real  
16                  property shall be sold, and Father's unpaid spousal support obligation, not just  
17                  that amount in arrears, shall be paid out from the proceeds of such sale with  
18                  any remaining proceeds distributed to Father.

19                  7.7     **Retirements: Edward Jones.** The parties' children shall be  
20                  awarded Father's Edward Jones Portfolio ending x81317. Mother's name shall  
21                  be added to the accounts and the accounts shall be held by the parties in trust  
22                  for the children.  
23

1           **8. Allocation of Debts.** The liabilities and debts of the parties shall be paid  
2 as follows:

3           **8.1 Mother's Debts.** Mother shall pay according to the creditor's  
4 repayment terms, defend, indemnify and hold Father harmless from any debt in  
5 her name unless listed otherwise, and any debt incurred by her, and all credit  
6 cards or debt in her own name and/or which she is primary user.

7           **8.2 Father's Debts.** Father shall pay according to the creditor's  
8 repayment terms, defend, indemnify and hold Mother harmless from any debt  
9 in his name unless listed otherwise, and any debt incurred by him, and all  
10 credit cards or debt in his own name and/or which he is primary user.

11           **8.3 Ontrack Garage Doors Debt.** Each party shall pay Ontrack  
12 Garage Doors \$2,250 upon entry of this judgment.

13           **9. Taxes.** Mother and Father shall equally share in any rebates or refunds  
14 from any prior joint tax returns of Mother and Father. If there is any audit of the  
15 parties' prior taxes, each party shall cooperate with providing information with the  
16 other regarding the audited taxes. Father will hold Mother harmless for any tax  
17 liability with any prior joint return. If Mother's wages are garnished due to  
18 outstanding tax liability from any prior joint tax returns of Father and Mother, Father  
19 shall reimburse Mother for the amount garnished within 15 days of said garnishment.  
20 Mother shall be entitled to a money judgment against Father for the amount of any  
21 such garnishment if Father does not timely reimburse Mother. Father shall not be  
22 able to avoid this liability to Mother by declaring bankruptcy.  
23

24  
25 **27**

**GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**  
Attorney for Petitioner  
Shelly K. Perkins, OSB#971687  
Perkins Law, LLC  
10121 SE Sunnyside Road, Suite 160  
Clackamas, OR 97015  
Phone: (503) 683-2256 Fax: (503) 850-4014  
shelly@perklegal.com

1           **10. Attorney Fees.** Neither party shall have any liability for payment of the  
 2 attorney fees and costs incurred by the other party in this proceeding through the date  
 3 of settlement. Each party waives all rights otherwise allowed by law to assert a claim  
 4 against the other party for fees incurred before settlement on account thereof. A  
 5 party may make a claim for attorney fees for any fees incurred in enforcing this  
 6 settlement.

7           **11. Necessary Documents.** Upon demand, each party shall make and  
 8 execute any assignment, transfer, conveyance, or release as is necessary to carry out  
 9 the terms of this judgment, including the transfer of legal title to any property as  
 10 ordered herein. The presiding judge of this court shall have authority to execute and  
 11 deliver any document as may be necessary to carry out the property transfer  
 12 provisions of this judgment if requested to do so by a party.

13           **12. Indemnity.** Each party shall indemnify the other from any obligation  
 14 assigned to him or her in this General Judgment. Such indemnification shall be  
 15 construed to provide maximum protection to the indemnified party, so that the  
 16 indemnifying party shall at all times assume full liability for and hold the other party  
 17 harmless from all losses, damages, costs, charges, fees including but not limited to  
 18 attorney fees, penalties, or expenses associated with the obligation.

19           **13. Applicable Law.** This General Judgment shall be construed in  
 20 accordance with the laws of the State of Oregon.  
 21

22           **14. Waiver of Breach/Modification.** If either party fails to insist upon strict  
 23 compliance of any terms of this Judgment, that party may still insist on future  
 24

1 compliance of any terms of this General Judgment, and that party has not waived any  
2 rights under this judgment. No modification of this judgment shall be binding on  
3 either of the parties, unless the modification is in writing and signed by the parties or  
4 ordered by the court.

5       **15. Keys.** A party is awarded any keys that open or close property awarded  
6 to that party. This includes keys to real property, vehicles, lock boxes, computer  
7 systems, garage door openers, etc. The party having keys not belonging to property  
8 awarded to that party shall immediately deliver said keys to the other party, keeping  
9 no copies for himself or herself.

10       **16. Personal Records.** A party's personal papers are specifically awarded to  
11 that party. Each party shall use their best effort now and in the future to provide the  
12 other party with that party's personal papers and records. Those include, but are not  
13 limited to birth certificates, passports, baptismal records, wills, military discharge  
14 papers, etc. Each party shall also cooperate with the other in providing financial  
15 documents that may from time to time be necessary. For example, one party may at  
16 some point in the future need a copy of a previously filed joint tax return.

17       **17. Termination of Joint Credit.** Neither Father nor Mother shall charge  
18 upon the credit of the other without specific permission to do so unless outlined  
19 herein. All outstanding joint credit accounts and cards which are in the names of  
20 both parties shall be immediately closed and the cards returned to the issuing creditor  
21 with instructions to close the account. All of the joint accounts listed above in  
22 paragraphs shall be closed from further charges.  
23

1           **18. Failure to Pay.** If either party fails to pay any debt or liability as set forth  
2 herein, the other party shall have the right, but not the obligation, to make any  
3 payment due provided the nonpaying party is given ten (10) days prior notice of the  
4 party's plan to make payment. If payment is made, the party who failed to pay shall be  
5 responsible for reimbursing the amount paid to the party who did make the payment  
6 together with interest computed at the same rate charged by the creditor on the  
7 obligation to which payment was made. Interest shall accrue from the time payment is  
8 made until full reimbursement is made.

9           **19. Mutual Release.** The parties intend the stipulated general judgment  
10 and this agreement to settle all claims each may have had against the other. Each  
11 party releases, waives, and relinquishes all claims and rights he or she has, may now  
12 have, or may hereafter have against the other or his or her estate as a result of the  
13 marriage of the parties, contact between the parties, dealings between the parties, and  
14 any other claim as a result of their relationship and/or marriage, except for claims for  
15 enforcement of this settlement or judgment or claims made pursuant to ORS 107.452,  
16 or those made pursuant to ORCP 71 or any successor statute related to those  
17 mentioned herein. The parties release each other from any and all claims he or she  
18 may have against the other, whether those claims are past or present; known or  
19 unknown; suspected or unsuspected; and/or asserted or unasserted, and the parties  
20 promise not to sue each other for any reason or claim. This release includes, but is  
21 not limited to, any claims, actions or suits described in this Agreement, along with but  
22 not limited to any claims under statutory or common law, including any claims for  
23

1 fraud in the inducement of this Agreement as well as any other claim that the parties  
 2 might assert to rescind this Agreement. The parties acknowledge that they may  
 3 hereafter discover claims or facts in addition to or different from those which they now  
 4 know or believe to exist with respect to the subject matter of this Agreement and  
 5 which, if known or suspected at the time of executing this Agreement, may have  
 6 materially affected this settlement. Nevertheless, the parties hereby waive any right,  
 7 claim or cause of action that might arise as a result of such different or additional  
 8 claims or facts. The parties acknowledge that they understand the significance and  
 9 consequence of such release.

10 **20. Continuing Jurisdiction of the Court.** The court in this action shall  
 11 retain jurisdiction over both parties to enforce all of the provisions of the Judgment.

12 **21. Severability.** If the court concludes that any provision of this Judgment  
 13 is invalid or unenforceable, that provision shall be severed from the remainder of this  
 14 Judgment so as to avoid rendering the remainder of the Judgment invalid or  
 15 unenforceable. The remaining provisions of this Judgment shall then continue in full  
 16 force. If the court concludes that any provision is invalid in its scope, such provision  
 17 shall be valid to the extent of the scope permitted by law.

18 **22. Interpretation of this Judgment.** The rule of construction that a  
 19 written agreement is construed against the party preparing or drafting such agreement  
 20 shall specifically not be applicable to interpretation of this Judgment or any  
 21 documents executed and delivered under the terms of this Judgment. Each party has  
 22 been represented by counsel in the negotiation and preparation of this Judgment. No  
 23

24  
 25 **31**

**GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**  
 Attorney for Petitioner  
 Shelly K. Perkins, OSB#971687  
 Perkins Law, LLC  
 10121 SE Sunnyside Road, Suite 160  
 Clackamas, OR 97015  
 Phone: (503) 683-2256 Fax: (503) 850-4014  
 shelly@perklegal.com

presumption will exist in favor of a party by reason of authorship of any provision of the judgment by the other party's counsel or against a party by reason of authorship of any provision of the Judgment by that party's own counsel.

23. **Paragraph Headings.** The headings of a particular paragraphs are inserted only for convenience, and are not a part of this Judgment or a limitation of the scope of the particular paragraph to which each refers.

**MONEY AWARD—Spousal Support**

<u>Judgment Creditor Name and Address:</u>	Brittany Kathleen Stewart 14788 Tannery St. Oregon City, OR 97045
<u>Judgment Creditor's Attorney's Name, Address and Telephone Number:</u>	Shelly K. Perkins 10121 SE Sunnyside Rd., Suite 160 Clackamas, OR 97015 Telephone: (503) 683-2256
<u>Judgment Debtor Name, Address, Date of Birth, Driver's License No.:</u>	Matthew Clarence Stewart 19260 S. Sylvan Ave. Estacada, OR 97023 DOB year 1976 SSN last four 3110 ODL last four 3605
<u>Judgment Debtor's Attorney's Name, Address and Telephone Number:</u>	Shelly K. Perkins 10121 SE Sunnyside Rd., Suite 160 Clackamas, OR 97015 Telephone: (503) 683-2256
<u>Others Entitled to Portion of Judgment:</u>	None
<u>Judgment Amount(s):</u>	Spousal Support: \$5,000 per month
<u>Prejudgment Interest:</u>	None



Post-judgment Interest: Nine percent (9%) per annum simple interest on support arrearages from the date the arrearage accrues until paid.

Periodic Accrual: Spousal support award payable by Father to Mother in the amount of \$5,000 in spousal support accrues beginning on February 1, 2019, and continues on the first day of each month thereafter through July 1, 2027.

**MONEY AWARD—Child Support**

Judgment Creditor Name and Address: Brittany Kathleen Stewart  
14788 Tannery St.  
Oregon City, OR 97045

Judgment Creditor's Attorney's Name, Address and Telephone Number: Shelly K. Perkins  
10121 SE Sunnyside Rd., Suite 160  
Clackamas, OR 97015  
Telephone: (503) 683-2256

Judgment Debtor Name, Address, Date of Birth, Driver's License No.: Matthew Clarence Stewart  
19260 S. Sylvan Ave.  
Estacada, OR 97023  
DOB year 1976  
SSN last four 3110  
ODL last four 3605

Judgment Debtor's Attorney's Name, Address and Telephone Number: Bradford M. Gerke  
111 SW Columbia St., Suite 1150  
Portland, OR 97201  
Telephone: (503) 731-8888

Others Entitled to Portion of Judgment: None

Judgment Amounts: Child Support: \$348.00 per month beginning February 1, 2019

Prejudgment Interest: None

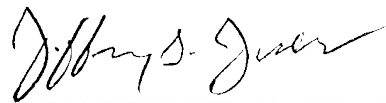
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**GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**  
Attorney for Petitioner  
Shelly K. Perkins, OSB#971687  
Perkins Law, LLC  
10121 SE Sunnyside Road, Suite 160  
Clackamas, OR 97015  
Phone: (503) 683-2256 Fax: (503) 850-4014  
shelly@perklegal.com


1        Periodic Accrual: Child support award payable by Father to Mother in the amount  
2        of \$348.00 per month in child support accrues beginning  
3        February 1, 2019, and continues monthly thereafter until the  
4        children cease to qualify as a "children attending school" as  
5        defined in ORS 107.108. or attains the age of eighteen (18) years,  
6        whichever should last occur.

Signed: 8/19/2019 04:28 PM



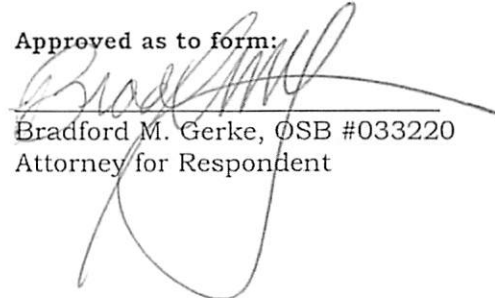
Circuit Court Judge Jeffrey S. Jones

Submitted by:

  
Shelly K. Perkins, OSB #971687  
Attorney for Petitioner

July 30, 2019

Approved as to form:

  
Bradford M. Gerke, OSB #033220  
Attorney for Respondent

1 State of Oregon )  
 2 County of Clackamas ) ss.

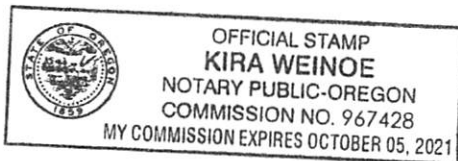
3 **STIPULATION, AFFIDAVIT, AGREEMENT**

4 All parties acknowledge that there are no time pressures for the signing of this  
 5 General Judgment, and that each undersigned has had the full opportunity to take the  
 6 time, prior to execution of this General Judgment, to consult with an attorney. Each  
 7 party is signing this General Judgment of his or her own free will, and without any  
 8 pressure or coercion from any party or an attorney. I sign this stipulated judgment on  
 9 my own volition, with full knowledge of the facts, and with full information as to my  
 10 legal rights and liabilities. In some instances, the terms of this General judgment  
 11 represent a compromise of disputed issues. However, I believe the terms and conditions  
 12 to be fair and reasonable under the circumstances. I have read the stipulated general  
 13 judgment and agree it accurately reflects my agreement.

14 *Brittany Stewart*  
 15 Brittany Kathleen Stewart, Petitioner

16 Personally appeared before me the within named Petitioner, Brittany Kathleen  
 17 Stewart, and under penalty of perjury did swear or affirm the foregoing is true and  
 18 correct to the best of her knowledge and belief and acknowledged this instrument to  
 19 be her voluntary act and deed this 30 day of JULY, 2019.

20 *Kira Weinoe*  
 21 Notary Public for Oregon



35

**GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**  
 Attorney for Petitioner  
 Shelly K. Perkins, OSB#971687  
 Perkins Law, LLC  
 10121 SE Sunnyside Road, Suite 160  
 Clackamas, OR 97015  
 Phone: (503) 683-2256 Fax: (503) 850-4014  
 shelly@perklegal.com

1 State of Oregon )  
 2 ) ss.  
 County of Multnomah

3 **STIPULATION, AFFIDAVIT, AGREEMENT**

4 All parties acknowledge that there are no time pressures for the signing of this  
 5 General Judgment, and that each undersigned has had the full opportunity to take the  
 6 time, prior to execution of this General Judgment, to consult with an attorney. Each  
 7 party is signing this General Judgment of his or her own free will, and without any  
 8 pressure or coercion from any party or an attorney. I sign this stipulated judgment on  
 my own volition, with full knowledge of the facts, and with full information as to my  
 legal rights and liabilities. In some instances, the terms of this General judgment  
 represent a compromise of disputed issues. However, I believe the terms and conditions  
 to be fair and reasonable under the circumstances. I have read the stipulated general  
 judgment and agree it accurately reflects my agreement.

9 Mathew C. Stewart  
 10 Mathew Clarence Stewart, Respondent

11 Personally appeared before me the within named Respondent, Mathew Clarence  
 12 Stewart, and under penalty of perjury did swear or affirm the foregoing is true and  
 13 correct to the best of his knowledge and belief and acknowledged this instrument to be  
 his voluntary act and deed this 10th day of June, 2019.

14 Brittany Bernice JeseK  
 Notary Public for Oregon



25 **36**

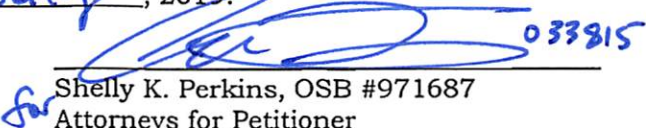
**GENERAL JUDGMENT (Dissolution of Marriage) (Money Judgment) (Stipulated)**  
 Attorney for Petitioner  
 Shelly K. Perkins, OSB#971687  
 Perkins Law, LLC  
 10121 SE Sunnyside Road, Suite 160  
 Clackamas, OR 97015  
 Phone: (503) 683-2256 Fax: (503) 850-4014  
 shelly@perklegal.com

**CERTIFICATE OF READINESS PURSUANT TO UTCR 5.100**

This proposed order or judgment is ready for judicial signature because:

1. ☒ Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.
2. ☒ Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
3. ☐ I have served a copy of this order or judgment on all parties entitled to service and:
  - a. ☐ no objection has been served on me.
  - b. ☐ I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
  - c. ☐ After conferring about objections, \_\_\_\_\_ agreed to independently file any remaining objections.
4. ☐ The relief sought is against an opposing party who has been found in default.
5. ☐ An order of default is being requested with this proposed judgment.
6. ☐ Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
7. ☐ This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of Crime Victims' Assistance Section as required by subsection (4) of this rule.

Dated this 30 day of July, 2019.

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 Shelly K. Perkins, OSB #971687  
 Attorneys for Petitioner

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